

SEP 3 '97

11-40AM

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
918 SIXTEENTH STREET, N W  
SUITE 200  
WASHINGTON, D C

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

20006-2973

OF COUNSEL  
URBAN A. LESTER

(202) 393-2266

FAX (202) 393-2156

August 27, 1997

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D C 20423

Dear Mr. Williams.

Enclosed for recordation pursuant to the provisions of 49 U S C Section 11301(a), are two (2) copies of a Security Documents Supplement No. 7, dated as of August 18, 1997, a secondary document as defined in the Board's Rules for the Recordation of Documents

The enclosed document relates to the Security Agreement and Assignment of Leases which were previously filed with the Board under Recordation Numbers 20270-A and 20270-B

The names and addresses of the parties to the enclosed document are

Borrower DJJ Leasing Ltd  
300 Pike Street  
Cincinnati, Ohio 45202

Secured Party MeesPierson, N V  
Coolsingel 93  
PO Box 749  
3000 AS Rotterdam  
The Netherlands

A description of the railroad equipment covered by the enclosed document is

120 railcars bearing reporting marks and road numbers within the series DJLX 96000 through DJLX 96124 inclusive The Lease referred to in the Supplement is being filed concurrently herewith under Recordation Number 20849

Counterparts - Kim Bortman

RECEIVED  
SURFACE TRANSPORTATION  
BOARD  
SEP 3 11 37 AM '97

Mr. Vernon A. Williams  
August 27, 1997  
Page 2

Also enclosed is a check in the amount of \$24 00 payable to the order of the  
Surface Transportation Board covering the required recordation fee

Kindly return one stamped copy of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Robert W. Alvord', with a stylized flourish at the end.

Robert W Alvord

RWA/bg  
Enclosures

SURFACE TRANSPORTATION BOARD  
WASHINGTON, D. C. 20423-0001

OFFICE OF THE SECRETARY

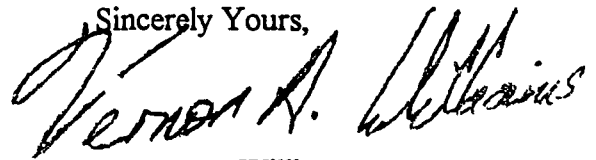
Robert W. Alvord  
Alvord And Alvord  
918 Sixteenth Street, NW., Ste. 200  
Washington, DC., 20006-2973

DATE: 9/3/97

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of 49 U.S.C. 11301  
and 49 CFR 1177 3 (c), on 9/3/97 at 11:40AM, and  
assigned recordation number(s). 20846, 20847, 20848, 20849, 20270-I, 20270-J,  
and 20270-K. ✓

Sincerely Yours,

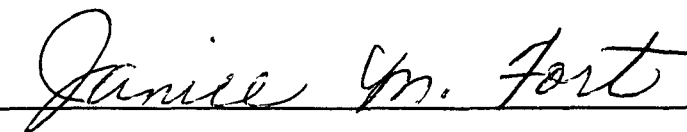


Vernon A. Williams  
Secretary

Enclosure(s)

\$ 168.00 The amount indicated at the left has been received in payment of a fee in  
connection with a document filed on the date shown. This receipt is issued for the amount paid.  
In the event of an error or any questions concerning this fee, you will receive a notification after  
the Surface Transportation Board has an opportunity to examine your document.

Signature



**SECURITY DOCUMENTS SUPPLEMENT**

RECORDATION NO

20270-16  
FILED

SEP 3 '97

11-40AM

SUPPLEMENT NO 7  
TO THE  
SECURITY AGREEMENT  
DATED AS OF SEPTEMBER 23, 1996  
BETWEEN  
DJJ LEASING LTD  
(the "BORROWER")  
AND  
AS AGENT  
(the "AGENT")  
AND  
MEESPIERSON, N V  
TO THE  
ASSIGNMENT OF LEASES  
BETWEEN  
THE BORROWER  
AND  
THE AGENT

---

WHEREAS.

A. The Borrower, the Lenders party thereto and the Agent entered into a certain Term Loan Agreement dated as of September 23, 1996 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") pursuant to which the Lenders agreed to lend to the Borrower funds in an aggregate principal amount not in excess of the amount provided therein;

B. Pursuant to the Loan Agreement, the Borrower and the Agent entered into a certain Security Agreement dated as of September 23, 1996 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

C. Pursuant to the Loan Agreement, the Borrower and the Agent entered into a certain Assignment of Leases dated as of September 23, 1996 (as amended, restated, supplemented or otherwise modified from time to time, the "Assignment of Leases"),

D. Pursuant to the Loan Agreement, the Borrower is obligated in order to add Collateral to the Lien created under the Security Documents, to deliver to the Agent supplements to its Security Agreement of Leases (each, a "Security Documents Supplement") describing the properties and assets which shall constitute the Collateral for the Obligations, and it is therefore a condition precedent to the obligation of the Lenders to make or maintain Loans that the Borrower shall execute and deliver to the Agent this Security Documents Supplement;

STB COPY

NOW, THEREFORE, the parties hereto hereby agree as follows (capitalized terms which are not defined herein shall have the meanings given to them in the Loan Agreement)

1 Each of the Security Agreement and the Assignment of Leases are hereby amended and supplemented by the addition thereto (in addition to any other Collateral added by previous Security Documents Supplements) of the following Collateral: The Eligible Equipment, the Eligible Leases or other Collateral listed or identified on Exhibit 1 hereto

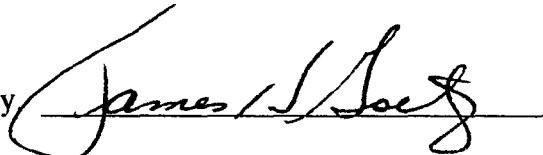
2 The Borrower represents and warrants as follows:

(a) (i) The Borrower has complied, and as of the date hereof is in compliance with all the terms, covenants and conditions of the Loan Documents; (ii) the representations and warranties contained in the Loan Documents are true and correct in all material respects as of the date hereof with the same effect as if such representations and warranties had been made on the date hereof, and (iii) no Default or Event of Default exists, or would arise as a result of and after giving effect to, the addition of Collateral pursuant to this Security Documents Supplement.

IN WITNESS WHEREOF, the parties hereto have caused this Supplement to be duly executed as of this 18th day of August, 1997.

DJJ LEASING LTD

By



Print Name. James H. Goetz

Title: Vice President & Chief Financial Officer

MEESPIERSON, N V, as Agent

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

NOW, THEREFORE, the parties hereto hereby agree as follows (capitalized terms which are not defined herein shall have the meanings given to them in the Loan Agreement).

1 Each of the Security Agreement and the Assignment of Leases are hereby amended and supplemented by the addition thereto (in addition to any other Collateral added by previous Security Documents Supplements) of the following Collateral: The Eligible Equipment, the Eligible Leases or other Collateral listed or identified on Exhibit 1 hereto.

2. The Borrower represents and warrants as follows:

(a) (i) The Borrower has complied, and as of the date hereof is in compliance with all the terms, covenants and conditions of the Loan Documents; (ii) the representations and warranties contained in the Loan Documents are true and correct in all material respects as of the date hereof with the same effect as if such representations and warranties had been made on the date hereof; and (iii) no Default or Event of Default exists, or would arise as a result of and after giving effect to, the addition of Collateral pursuant to this Security Documents Supplement.

IN WITNESS WHEREOF, the parties hereto have caused this Supplement to be duly executed as of this 18th day of August, 1997.

DJJ LEASING LTD

By

Print Name: James H. Goetz

Title Vice President & Chief Financial Officer

MEESPIERSON, N V , as Agent

By

Print Name P. Bergman

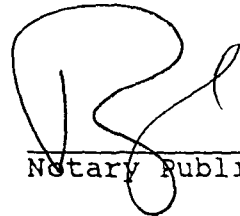
Title Sr. Acc. Man.

James H. Goetz

Okmugan

STATE OF OHIO                                 )  
  :   SS.:  
HAMILTON COUNTY                            )

On this 18<sup>th</sup> day of August, 1997, before me, personally appeared James H. Goetz to me personally known, who being by me duly sworn, says that he resides at c/o 300 Pike Street, Cincinnati, Ohio 45202 and is Vice President + CEO of DJJ Leasing Ltd., that said instrument was signed on the date hereof on behalf of said limited liability company by authority of its Committee; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said limited liability company.

  
\_\_\_\_\_  
Notary Public



RICHARD J. HIDY, Attorney at Law  
Notary Public, State of Ohio  
My Commission Has No Expiration Date  
Section 147.03



I, Maître Dirk Maarten Dragt, civil law notary of Rotterdam, the Netherlands,

DO HEREBY CERTIFY that the signatures appearing on the attached document are of Mr A.H.W. Panis and Mr J.P.M. Munting, both known to me to be proxyholders of the limited liability company **MEESPIERSON N.V.**, having its registered office at Amsterdam, the Netherlands, and as such entitled, acting jointly, to execute the attached document.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my seal of office, this 28th day of August, 1997.





NOW, THEREFORE, the parties hereto hereby agree as follows (capitalized terms which are not defined herein shall have the meanings given to them in the Loan Agreement):

1. Each of the Security Agreement and the Assignment of Leases are hereby amended and supplemented by the addition thereto (in addition to any other Collateral added by previous Security Documents Supplements) of the following Collateral: The Eligible Equipment, the Eligible Leases or other Collateral listed or identified on Exhibit 1 hereto.

2. The Borrower represents and warrants as follows:

(a) (i) The Borrower has complied, and as of the date hereof is in compliance with all the terms, covenants and conditions of the Loan Documents; (ii) the representations and warranties contained in the Loan Documents are true and correct in all material respects as of the date hereof with the same effect as if such representations and warranties had been made on the date hereof; and (iii) no Default or Event of Default exists, or would arise as a result of and after giving effect to, the addition of Collateral pursuant to this Security Documents Supplement.

IN WITNESS WHEREOF, the parties hereto have caused this Supplement to be duly executed as of this 18th day of August, 1997.

DJJ LEASING LTD.

By: 

Print Name: James H. Goetz

Title: Vice President & Chief Financial Officer

MEESPIERSON, N.V., as Agent

By: 

Print Name: Azno Panis J.P. Michiel Manting

Title: Manager - Senior Account Manager

**EXHIBIT 1**

**TO THE SECURITY DOCUMENTS SUPPLEMENT, DATED AS OF AUGUST 18, 1997,  
BETWEEN DJJ LEASING, LTD AND MEESPIERSON, N.V. AS AGENT.**

**ELIGIBLE EQUIPMENT / ELIGIBLE LEASES**

<b>Rptg. Marks</b>	<b>Car Numbers</b>	<b>AAR Desg.</b>	<b>Contract</b>	<b>Effective Date</b>
<b>DJLX</b>	<b>96000 through 96005 (inclusive)</b>	<b>J311</b>	<b>Burlington Northern Santa Fe Railroad</b>	<b>June 13, 1997 and June 18, 1997</b>
	<b>96007 through 96020 (inclusive)</b>			
	<b>96022 through 96060 (inclusive)</b>			
	<b>96062 through 96103 (inclusive)</b>			
	<b>96105 through 96124 (inclusive)</b>			